

EXHIBIT 30

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

No. 1:22-cv-01245-JSR

-----X
HAYMOUNT URGENT CARE PC, ROBERT A. CLINTON,
JR., INDIGO INSTALLATIONS, INC., and
CHRISTOPHER A. TURRENTINE, individually,
and on behalf of all those similarly situated,
Plaintiffs

vs.

GOFUND ADVANCE, LLC, FUNDING 123, LLC,
MERCHANT CAPITAL LLC,
ALPHA RECOVERY PARTNERS, LLC,
YITZCHOK ("ISAAC") WOLF,
JOSEF BREZEL, JOSEPH KROEN, and
YISROEL C. GETTER,
Defendants

-----X
REMOTE VIDEOTAPED DEPOSITION OF CHARLES C. LUNDEN

Thursday, September 22, 2022 10:19 a.m.

Conducted Virtually

Reported by:

Janet McHugh, RMR, CRR, CLR

JOB NO. 15488

<p>Page 216</p> <p>1 A. My understanding is if the agreement, 2 as advertised, was in excess of 25 percent, then 3 it's a member of the class. 4 Q. Even if it was not harmed? 5 A. I don't know the answer to that 6 question. 7 MR. BILSBORROW: Object to form. 8 Q. You just stated that your understanding 9 is that if the agreement as advertised was in 10 excess of 25 percent, then it is a member of a 11 class. 12 We're looking at the class definition right 13 now. And I'm asking you whether or not an 14 individual who paid a single payment pursuant to 15 their agreement, and that on the face of the 16 agreement your calculation shows the interest 17 would be in excess of 25 percent, would your 18 understanding of the class definition include 19 that person? 20 MR. BILSBORROW: Form. 21 A. Again, my understanding of the class 22 definition is it may be that Window Select is a 23 member of the class with no damages. 24 Q. So your understanding -- as you</p>	<p>Page 218</p> <p>1 member of the class or not. 2 Q. Yeah. I'm just asking you to read 3 paragraph 218 and tell me if, as you understand 4 it, in your opinion, would that hypothetical 5 customer of Indigo fall within the class. 6 MR. BILSBORROW: Foundation. 7 A. If Indigo never paid any money to the 8 merchant? 9 Q. It would be -- it would be Indigo 10 requesting that one of its customers make a 11 payment to the funder on its behalf. 12 A. Again, I don't know whether Indigo or 13 its customer would be a member of the class. 14 Q. You can't understand whether or not 15 Indigo or its customer in that situation would be 16 a member of the class, based on reading 218? 17 A. That's correct. 18 MR. STONE: Okay. No further 19 questions. 20 MR. BILSBORROW: Okay. Just give us a 21 couple of minutes. And I'm going to have a few 22 questions. 23 MR. STONE: Sure. 24 MR. GOSNELL: Sure. Do you want to</p>
<p>Page 217</p> <p>1 understand the class, the class includes 2 individuals who are not harmed? 3 MR. BILSBORROW: Object to foundation. 4 A. Yes. 5 Q. To your understanding -- let me pose a 6 hypothetical for you and see if you believe that 7 this would fall into the class. 8 Imagine that a counterparty to an MCA 9 directed a third party to make a payment on their 10 behalf pursuant to the MCA agreement. Let's use 11 Indigo as a hypothetical. Let's say Indigo 12 directs one of their customers to make a payment 13 to GoFund pursuant to the MCA agreement on 14 Indigo's behalf. Do you follow that 15 hypothetical? 16 A. Yes. 17 Q. Would the customer that Indigo directed 18 to make a payment be a member of the class? 19 A. I don't know the answer to that 20 question. 21 Q. In your understanding? 22 MR. BILSBORROW: Foundation. 23 A. I don't know the answer to that 24 question. I don't know whether they're legally a</p>	<p>Page 219</p> <p>1 come back at 3:50? Does that make sense? 2 MR. BILSBORROW: Yeah, that sounds 3 good. 4 THE VIDEOGRAPHER: Going off the record 5 at 3:44 p.m. 6 (A recess was taken.) 7 THE VIDEOGRAPHER: Going back on the 8 record at 3:49 p.m. 9 CROSS-EXAMINATION 10 BY MR. BILSBORROW: 11 Q. Good afternoon, Mr. Lunden. My name 12 James Bilsborrow. I represent the plaintiffs. 13 And I just have a few questions for you to 14 hopefully end out this day. Okay? 15 A. Okay. 16 Q. I want to ask you first about the 17 report that you provided in this case. And just 18 on a general level, what is the purpose of the 19 report that you produced in this particular case? 20 A. The purpose of the report is to 21 demonstrate that the damages for the class can be 22 measured using the formula in Exhibit A by 23 adjusting for the best available information as 24 to the amounts that were advanced to and from</p>

<p>1 each merchant when it's produced and that that</p> <p>2 information has not yet been produced. But that</p> <p>3 the formula set forth in the spreadsheet is the</p> <p>4 right formula to use, making adjustments, when</p> <p>5 appropriate, for the best available information</p> <p>6 as to how much each merchant advanced and</p> <p>7 received.</p> <p>8 Q. Why did you use in this report the</p> <p>9 as-advertised amounts set forth in each MCA</p> <p>10 agreement?</p> <p>11 A. Because at the time, it was the best</p> <p>12 available information that I had.</p> <p>13 Q. So if actual repayment information is</p> <p>14 obtained in discovery, can that information be</p> <p>15 plugged into your Exhibit A to produce more</p> <p>16 accurate damages information?</p> <p>17 A. Yes. That would be a more meaningful</p> <p>18 presentation of the economic harm.</p> <p>19 Q. And if one were to plug in actual</p> <p>20 repayment information into your Exhibit A, would</p> <p>21 the formula underlying Exhibit A change in any</p> <p>22 way?</p> <p>23 A. No. The outcome would change, but the</p> <p>24 formula wouldn't change.</p>	<p>Page 220</p> <p>1 Q. And over that 25-year period, how many</p> <p>2 times have you been offered as an expert,</p> <p>3 approximately?</p> <p>4 A. In excess 180 times.</p> <p>5 Q. Okay. 180 times. Now, opposing</p> <p>6 counsel focused on about four cases in which your</p> <p>7 opinions were limited or excluded. Do you</p> <p>8 remember that?</p> <p>9 A. I do recall instances where my opinions</p> <p>10 were found to be not persuasive.</p> <p>11 Q. And opposing counsel -- do you recall</p> <p>12 that opposing counsel showed you about three or</p> <p>13 four of those opinions during his examination?</p> <p>14 A. Yes.</p> <p>15 Q. He showed you three or four opinions</p> <p>16 out of over 180 cases in which your opinion has</p> <p>17 been offered in litigation as an expert; is that</p> <p>18 correct?</p> <p>19 A. That's correct.</p> <p>20 Q. How -- approximately -- well, actually,</p> <p>21 strike that.</p> <p>22 Have Courts accepted -- in those 180 cases,</p> <p>23 have Courts accepted your opinion as persuasive</p> <p>24 and reliable as an expert?</p> <p>Page 222</p>
<p>1 Q. Okay. Now, you were asked some</p> <p>2 questions by opposing counsel about a settlement</p> <p>3 that Mr. Turrentine may have executed with one of</p> <p>4 the defendants. Do you recall that?</p> <p>5 A. I do.</p> <p>6 Q. Do you have any idea, from a legal</p> <p>7 standpoint, what impact a settlement would --</p> <p>8 from Mr. Turrentine would have on class claims?</p> <p>9 A. No. I have no idea.</p> <p>10 Q. Do you know whether that settlement</p> <p>11 that you were shown by opposing counsel, do you</p> <p>12 know whether that settlement is legally valid?</p> <p>13 A. I don't know.</p> <p>14 Q. Do you have any idea what impact that</p> <p>15 settlement has on this case at all?</p> <p>16 A. I don't know what impact that</p> <p>17 settlement agreement has.</p> <p>18 Q. Mr. Lunden, you were also asked about</p> <p>19 some of your prior testimony given in certain</p> <p>20 cases. Do you recall that?</p> <p>21 A. I do.</p> <p>22 Q. And just for the Court, how long have</p> <p>23 you been testifying as an expert in litigation?</p> <p>24 A. For approximately 25 years.</p> <p>Page 221</p>	<p>1 A. Yes.</p> <p>2 Q. And do you know approximately how many</p> <p>3 times a Court has accepted your opinion as</p> <p>4 reliable and persuasive as an expert?</p> <p>5 A. It's been modified on one or two</p> <p>6 occasions, but it's never been excluded.</p> <p>7 Q. Did opposing counsel ask you any</p> <p>8 questions at all about any of the instances in</p> <p>9 which Courts have accepted your expert opinions</p> <p>10 as reliable?</p> <p>11 A. Not that I recall.</p> <p>12 Q. So did opposing counsel's questions</p> <p>13 present a fair representation of your career as</p> <p>14 an expert witness in the past 25 years?</p> <p>15 A. Not in my opinion.</p> <p>16 MR. BILSBORROW: That's all the</p> <p>17 questions I have for you, Mr. Lunden. Thank you</p> <p>18 very much.</p> <p>19 MR. GOSNELL: I do have some follow-up</p> <p>20 from what you just asked, Mr. Bilsborrow, if that</p> <p>21 is okay.</p> <p>22 MR. BILSBORROW: Okay. Okay.</p> <p>23 MR. GOSNELL: Daniel, do you have any?</p> <p>24 MR. STONE: No. You can go.</p> <p>Page 223</p>

<p style="text-align: right;">Page 224</p> <p>1 RE CROSS-EXAMINATION</p> <p>2 BY MR. GOSNELL:</p> <p>3 Q. Okay. So Mr. Bilsborrow was just</p> <p>4 asking you some questions about whether a sample</p> <p>5 size of four cases where you were, you know,</p> <p>6 determined by a Court to have provided</p> <p>7 insufficient expert reports out of a total of</p> <p>8 180, if that's a good representation of your</p> <p>9 work. Did I get that about right?</p> <p>10 A. I believe so.</p> <p>11 Q. And your work as a certified forensic</p> <p>12 examiner, you're often required to look at large</p> <p>13 data sets and things of that nature?</p> <p>14 A. In instances of fraud examinations,</p> <p>15 yes.</p> <p>16 Q. And in large data sets like that, if</p> <p>17 you find one or two instances of fraud, that's</p> <p>18 still fraud; right?</p> <p>19 A. In instances of that type, yes. It</p> <p>20 would still be fraud.</p> <p>21 Q. And is it your experience as a</p> <p>22 certified forensic examiner that oftentimes when</p> <p>23 you start to find one fraud or two frauds, that</p> <p>24 there's more out there?</p>	<p style="text-align: right;">Page 226</p> <p>1 COURT REPORTER: Well, anywhere between</p> <p>2 tomorrow and then to seven days out.</p> <p>3 MR. BILSBORROW: I actually don't need</p> <p>4 it before seven days. So this time next week is</p> <p>5 fine.</p> <p>6 MR. STONE: Yeah.</p> <p>7 (Deposition concluded at 3:57 p.m.)</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
<p style="text-align: right;">Page 225</p> <p>1 A. Again, in my experience as a certified</p> <p>2 fraud examiner, I would say that there are</p> <p>3 instances where the initial investigation reveals</p> <p>4 one or two and then that number grows.</p> <p>5 Q. As the -- as you examine more and more</p> <p>6 cases; right?</p> <p>7 A. Yes.</p> <p>8 MR. GOSNELL: Okay. Nothing further.</p> <p>9 MR. STONE: Nothing further for me.</p> <p>10 MR. GOSNELL: Nor for me.</p> <p>11 THE VIDEOGRAPHER: Okay. We are now</p> <p>12 off the record at 3:56 p.m.</p> <p>13 COURT REPORTER: Could I just get the</p> <p>14 orders before you go? Did you want expedite on</p> <p>15 this?</p> <p>16 MR. STONE: Yeah. I'll take expedited.</p> <p>17 MR. GOSNELL: Not for myself. No. I</p> <p>18 don't know if we're going to get a copy at all.</p> <p>19 MR. BILSBORROW: I think plaintiffs</p> <p>20 would like expedited.</p> <p>21 COURT REPORTER: Okay. Did you want</p> <p>22 that as soon as possible expedite?</p> <p>23 MR. BILSBORROW: What is the other</p> <p>24 option?</p>	

C E R T I F I C A T E

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

I, Janet M. McHugh, a Registered Merit Reporter and a Notary Public within and for the Commonwealth of Massachusetts do hereby certify:

THAT CHARLES LUNDEN, the witness whose testimony is hereinbefore set forth, was duly sworn by me and that such testimony is a true and accurate record of my stenotype notes taken in the foregoing matter, to the best of my knowledge, skill and ability; that before completion of the deposition review of the transcript was not requested.

I further certify that I am not related to any parties to this action by blood or marriage; and that I am in no way interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of September, 2022.


JANET M. MCHUGH
Notary Public

My Commission Expires:
July 16, 2028